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Easterling, Deborah

From: The McMilions <emcmilion3@gmail.com>
Sent: Wednesday, January 8, 2020 1:03 PM
To: PSC_Contact
Cc: The McMilions; Nelson, Jeff; Dover, Becky; Grube-Lybarker, Carri; Heather Smith; Rebecca J. Dulin; Samuel Wellborn; Frank R. Ellerbe III
Subject: [External] 2019-331-e addition to complaint
Attachments: 1-8-2020 addition.docx

please see attached

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PSC SC
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BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA DOCKET NO. 2019-331-E IN RE:
Enrique McMilion, Jr., Complainant/Petitioner, v. Duke Energy Carolinas, LLC, Defendant/Respondent.

Each public official/ public servant who has taken this:

OATH OF OFFICE

"I do solemnly swear (or affirm) that I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been elected (or appointed), and that I will to the best of my ability, discharge the duties thereof, and preserve, protect, and defend the Constitution of this State and of the United States. So Help me God."—Const., Art. III, Sec. 26. [Provisions of state constitution barring persons who deny existence of "Supreme Being" from holding public office determined to violate the First Amendment religion clauses and Religious Test Clause of federal constitution. *Silverman v. Campbell*, 326 S.C. 208, 486 S.E.2d 1 (1997).]

Has a duty to protect the rights of the people. In DECLLC'S motion to dismiss counsel has admitted that a contract between complainant and DECLLC does exist, contrary to everyone that I, Enrique McMilion, Jr, have been in contact with at the SC.PSC, ORS, and every single person I have spoken with at DECLLC, even after I had explained the contractual relationship to them, and how the actions of DECLLC and others who have recklessly disregarded Complainants rights were in clear violation of SC.PSC rules and regulations, the implied covenant of good faith and fair dealing in all contracts, and article 1 sec 10 clause 1 of the contract clause in the U.S. constitution. Now that no party can claim ignorance as to the existence to the contract, we need to address the obligations and responsibilities of the parties. I have required on numerous occasions that I want the amending terms and conditions or modifications to the contract in writing, my position has been made clear on previous complaints and e-mails as well as phone calls. The original contract was verbal, I had no issue with the electromechanical analog meter, as I knew the capabilities and restrictions of the meter. The digital meters the defendant is attempting to install changes the capabilities and restrictions and modifies the terms and conditions, and example of this the fact that electrical information collected is no longer aggregate but granular, which brings into play the "internet of things". This fact alone clearly demonstrates and establishes terms and conditions are being modified. DECLLC has refused to provide terms and conditions or modifications to the contract in writing, upon my requirement, acting in bad faith. DECLLC, and commissioner Belser have claimed that the MRM meter is a remedy for my complaint, this is a lie. That contract is good for a term for only one year, after which either party can terminate the agreement with 30 days written notice. And again, the defendant is acting in bad faith refusing to provide the terms and conditions in writing for that agreement. DECLLC has attempted to breach the original contract 3 times by sending meter technicians unannounced to switch the meter from analog to digital absent my consent acting in bad faith. The defendant has acted in bad faith holding Complainant over a barrel to accept undisclosed

terms and conditions or have his service terminated, depriving him of an essential utility, knowing full well that DECLLC is the only electrical service provider in town, leaving no other alternative. These actions allow DECLLC to operate from a position of unconscionable bargaining power. These are all actions of bad faith and or torts. Any parties actions causing a tortious breach of contract of complainants essential utility electrical service, is causing and will continue to cause complainant harm in the way of economic duress and mental anguish.

The remedy:

- 1) Honor original contract not in dispute
- 2) Provide 4 corners contract in writing, both parties signed
- 3) Cease and desist any and all illegal, unlawful, tortious, and bad faith actions

Enrique McMilion, Jr., Complainant/Petitioner